

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF <b>1</b>   <b>65</b> PAGES	
2. CONTRACT NO.		3. SOLICITATION NO.  <b>N00178-05-R-3002</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED  <b>17 Dec 04</b>
7. ISSUED BY Naval Surface Warfare Center, Dahlgren Division Attn: XDS13 (Bldg 183, Room 106) 17320 Dahlgren Road Dahlgren, VA 22448-5100		CODE <b>N00178</b>		8. ADDRESS OFFER TO (If other than Item 7)  <b>SEE ITEM 7</b>		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and See Pg 48 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 183, NSWC Dahlgren until 11:00 local time 17 Feb 05  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME  <b>XDS13</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
---------------------------	--	-----------------------------	---

### 11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1 - 3	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	29 - 33
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	7 - 10	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	34
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	12	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	35 - 45
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	13	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	46 - 62
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	14 - 20	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	63 - 65
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	21 - 28				

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
				18. OFFER DATE	

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)				25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## Section A - Solicitation/Contract Form

**CLAUSES INCORPORATED BY FULL TEXT****Ddl-A20 NOTICE TO CONTRACTORS****NOTICE TO CONTRACTORS**

**THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.**

**CCR Annual Renewal**

You must confirm your registration in the Central Contractor Registration (CCR) database or the Defense Finance and Accounting Service (DFAS) may not process your invoice. You may obtain more information on this annual renewal confirmation process by calling 1-888-227-2423 or via the internet at <http://www.ccr.gov/>

**EFTS**

Electronic Funds Transfer (EFT) payments are based on the EFT information contained in the CCR database. It is critical that you ensure that your EFT information in the CCR database remains current and correct.

**INVOICES**

Invoices must be prepared as prescribed by this contract/order or they may be rejected by the paying office. This contract/order incorporates one or more of the following clauses regarding preparation and submission of invoices:

FAR 52.212-4  
FAR 52.213-2  
FAR 52.232-25  
NAPS 5252.232-9000  
NAPS 5252.232-9001  
NAPS 5252.232-9002  
NAPS 5252.232-9003

Please insure that invoices are prepared and submitted in accordance with these clauses and the following additional information:

**INVOICE PREPARATION**

Please ensure that your invoice clearly reflects:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

**INVOICE SUBMISSION**

If a "submit to" address is designated in one of the clauses listed above, submit the original and three copies of each invoice to that address and submit one copy to the address shown below. If there is no address designated in any of the clauses listed above, submit the original and three copies of each invoice to the address shown below. In addition, submit one copy of each invoice to the contract specialist at the issuing office address shown on the face of the document:

**[Invoice instructions to be provided at the task order level]**

**REGISTER FOR INVOICE STATUS**

You can register at the following web site to monitor the status of your invoices. This is the vendor pay inquiry system-MOCAS user registration. <http://vendorpay.dfas.mil/newuser>

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0001		1	Lot	
	Base Year - IDIQ			
	Contractor shall provide Organizational Development support services in accordance with Section C of the contract and as specified in individual task orders.			
	FOB: Destination			
			EST COST	\$ _____
			FIXED FEE	\$ _____
			TOTAL COST PLUS FIXED FEE	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0002		1	Lot	
	Base Year - IDIQ			
	Contractor shall provide data in support of CLIN 0001 as specified by DD Form 1423, Contract Data Requirements List (CDRLs)			
	FOB: Destination			
				NOT SEPARATELY PRICED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0003		1	Lot	
	Option Year 1 - IDIQ			
	Contractor shall provide Organizational Development support services in accordance with Section C of the contract and as specified in individual task orders.			
	FOB: Destination			
			EST COST	\$ _____
			FIXED FEE	\$ _____
			TOTAL COST PLUS FIXED FEE	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0004		1	Lot	
	Option Year 1 - IDIQ			
	Contractor shall provide data in support of CLIN 0003 as specified by DD Form 1423, Contract Data Requirements List (CDRLs)			
	FOB: Destination			
				NOT SEPARATELY PRICED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0005		1	Lot	
	Option Year 2 - IDIQ			
	Contractor shall provide Organizational Development support services in accordance with Section C of the contract and as specified in individual task orders.			
	FOB: Destination			
			EST COST	\$ _____
			FIXED FEE	\$ _____
			TOTAL COST PLUS FIXED FEE	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0006		1	Lot	
	Option Year 2 - IDIQ			
	Contractor shall provide data in support of CLIN 0005 as specified by DD Form 1423, Contract Data Requirements List (CDRLs)			
	FOB: Destination			
				NOT SEPARATELY PRICED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0007		1	Lot	
	Option Year 3 - IDIQ			
	Contractor shall provide Organizational Development support services in accordance with Section C of the contract and as specified in individual task orders.			
	FOB: Destination			
			EST COST	\$ _____
			FIXED FEE	\$ _____
			TOTAL COST PLUS FIXED FEE	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0008		1	Lot	
	Option Year 3 - IDIQ			
	Contractor shall provide data in support of CLIN 0007 as specified by DD Form 1423, Contract Data Requirements List (CDRLs)			
	FOB: Destination			
				NOT SEPARATELY PRICED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0009	Option Year 4 - IDIQ Contractor shall provide Organizational Development support services in accordance with Section C of the contract and as specified in individual task orders. FOB: Destination	1	Lot	
				EST COST \$ _____
				FIXED FEE \$ _____
				TOTAL COST PLUS FIXED FEE \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0010	Option Year 4 - IDIQ Contractor shall provide data in support of CLIN 0009 as specified by DD Form 1423, Contract Data Requirements List (CDRLs) FOB: Destination	1	Lot	
NOT SEPARATELY PRICED				

#### CLAUSES INCORPORATED BY FULL TEXT

#### Ddl-B10 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause in Section I of this contract, the contract minimum quantity is a total of \$10,000.00 worth of orders; the maximum quantity is the total cost plus fixed fee or ceiling price as set forth in the schedule. The maximum quantity is not to be exceeded.

#### HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

## Section C - Descriptions and Specifications

### C.1 GENERAL SCOPE OF WORK

The Contractor shall support the Naval Surface Warfare Center, Dahlgren Division (NSWCDD), tenant commands of the NDW West Area (Dahlgren), all Naval Surface Warfare Center (NSWC) Divisions, all Naval Undersea Warfare Center (NUWC) Divisions, and Naval Sea Systems Command (NAVSEA), by providing a mechanism of professional support and assistance to managers in their continuing efforts to enhance the effectiveness of their portion of the organization. Due to the individualized needs of managers requesting assistance, the projects involved may be quite varied in nature, magnitude, and complexity. The support provided will be focused on facilitating the improvement and/or maintenance of the effectiveness, efficiency and adaptability of each participating organizational entity in accomplishing its mission.

#### C.1.1 Background

(a) Naval Surface Warfare Center is part of an elite team of Naval Sea Systems Command (NAVSEA) activities that serve the fleet. NSWC's role is to provide the right technology, the right capabilities, and the specialized research and development facilities to support all aspects of surface warfare. It is a Navy in-house technical capability comprised of a community of Divisions with some of the finest technical minds and facilities dedicated to understanding the technological requirements of Surface Warfare.

(b) The Naval Surface Warfare Center, Dahlgren Division (NSWCDD) is the primary user of the contract but will be available for support to the other above named Divisions of NSWC. NSWCDD provides engineering and industrial base support of weapons systems, subsystems, equipment, and components. NSWCDD has a reputation as a solid technical performer, and leadership committed to continuing this performance record through excellence in people, products, and management.

(c) Consolidation and DoD budget operations require the Naval Surface Warfare Centers to become more efficient in organizational structure and processes, and continue to provide competitive, quality services and products.

### C.2 UNDERSTANDING OF ORGANIZATIONAL DEVELOPMENT SERVICES

This contract may be used to provide the following organizational development services: Leadership Development Training; Organizational Development; Teambuilding and Coaching; Facilitation Support; and Projects and Interventions. Individual task orders will be negotiated under the contract. The task orders will be completion and level of effort type orders.

#### C.2.1 Leadership Development Training

The Contractor shall deliver leadership development training to facilitate the development of a cadre of leaders (line managers, program managers, and technical experts). The series is comprised of three components: Foundations of Leadership Program (FLP); the Mid-Level Leaders Program (MLP); and the Senior Leaders Program (SLP). The Government will purchase textbooks, training materials, and videos for the program separate from this contract. The Contractor shall provide all other course materials.

(a) Foundations of Leadership Program (FLP): FLP is aimed at the needs of future line managers, program managers and technical experts willing to commit to developing the vital leadership skills needed to influence and have positive personal and organizational impact. The Contractor shall deliver up to six (6) sessions of the program each year. Each session is a total of 10 days (80 hours). The leadership development facilitators must be available to facilitate all parts of a session. At least one of the facilitators in each session must be qualified to interpret the Myers-Briggs Type Indicator (MBTI). The FLP will focus on three key leadership requirements: (1) **Self-Mastery**-the ability to understand oneself and one's impact on others, and to develop strategies to increase one's personal effectiveness; (2) **Relationship Mastery**-the development of interpersonal leadership competencies focused on

effective communication, team leadership, and influence; (3) **Influencing Organizational Systems**-the ability to understand the social, political and technological forces impacting the Division's system, assess the impact of these forces on projects and programs, and develop proactive influence strategies. The FLP will use a variety of interactive methods to explore and develop leadership insights and capabilities.

(b) **Mid-Level Leadership Program (MLP)**: The Contractor shall deliver up to five (5) sessions of MLP each year. Each session is one week in length. The MLP provides the continuing development of leadership skills and competencies of the Division leader. It allows an opportunity for experienced journeyman-level leaders to: examine and learn some of the latest thinking on best practices of managerial leadership, expand awareness of the organization's environment, and through self-assessment, confidential feedback and reflection, be guided to identify leadership abilities and improvement opportunities and to tailor a personal development plan. Specifically included are leadership roles; emotionally intelligent leadership; group dynamics; strategic thinking and decision making; leading a change initiative; leadership in Navy and DoD; power and politics; business development; and innovation.

(c) **Senior Leaders Program (SLP)**: The Contractor shall deliver two (2) sessions of the Senior Leaders Program (SLP) each year. Each session is one week in length. This program is designed to develop the competencies of the Division's present and future senior leaders by focusing on preparedness to face the challenges and responsibilities commensurate with the highest organizational levels in a changing and evolving environment. Some topics include: visionary, strategic and tactical leadership; structuring organizational alignment; leading and maximizing change environments; leading groups and maximizing their potential contributions; shaping and aligning external as well as internal relationships; strategic thinking and decision making; senior level interaction to include presentation, communication, and negotiation.

(d) **Design Review and Planning Session for Leadership Development**. Once a year, the Contractor shall meet with the Leadership Development Program Manager for a design review and planning session for the subsequent year. The purpose of the meeting is to evaluate the full set of programs in the leadership development system, identify design revisions to be made to the Foundations of Leadership (FLP); Mid-Level Leadership (MLP); and the Senior Leaders Program (SLP) based on participant evaluations or changing program requirements, review and identify any changes to the course announcement. All primary facilitators are expected to attend this planning session. Design revisions agreed on at this meeting shall be incorporated no later than the first session of the next year.

## **C.2.2 Organizational Development**

Organizational development support may be provided to enhance the overall effectiveness of executive leadership and operations in accomplishing its mission as it impacts NSWCCD's efficiency and effectiveness. Examples of such support may include, but not be limited to, technical assistance and process facilitation regarding organization design and implementation of reorganization or consolidation plans; administrative and management control systems; organizational missions, objectives, goals, roles, and/or working relationships; business process assessments; management consulting; strategic planning and assistance; workforce planning; and personnel management systems.

## **C.2.3 Teambuilding and Coaching**

The Contractor shall provide technical assistance and consultation with various organizations to develop an effective integrated product-teaming environment utilizing various tools such as Product Team Assessments; Myers-Briggs Type Indicator; and environmental surveys or scans. The Contractor shall develop a "game-plan" and coaching support with individuals and organizations to become a more effective team which may include creating a new vision; establishing clearer roles and responsibilities; skill building; conflict resolution and counseling.



#### **C.2.4 Facilitation Support**

The Contractor shall provide support in planning, preparation, delivery, facilitation, and evaluation of planning sessions and workshops focused on clarification of program, organizational or team missions, objectives, goals, roles, and/or working relationships. The Contractor shall design, develop and facilitate workshops focused on resolving intra/interorganizational conflicts and establishing collaborative work processes and relationships. These planning sessions and workshops will sometimes be provided at an off-site conference facility that is typically at a location within a 100-mile radius of the vicinity of session participants.

#### **C.2.5 Projects and Interventions**

The Contractor shall provide technical and administrative support to the NSWCCD Program Manager to identify specific goals and objectives for each intervention and/or project related to organizational units within departments. This identification process may be operational or programmatic in nature. The manager(s) requesting assistance will identify specific goals and objectives for each intervention or project. Appropriate activities for accomplishing those goals and objectives will be determined by the Contractor in collaboration with the requesting manager. Examples of the types of activities, which the Contractor may be tasked to perform, are as follows:

C.2.5.1 Data Collection via interviews and/or questionnaires, analysis of collected data, and feedback of the results to the organization;

C.2.5.2 Conduct total organization systems audit, including organizational structure workforce climate, organization culture, training intervention, human resource strategies, plans, programs, policies and procedures.

C.2.5.3 Advisory support to managers regarding organization design and implementation of reorganization plans; development and implementation of administrative and management control systems;

#### **C.3 GOVERNMENT FURNISHED INFORMATION**

NSWCCD will provide the information to the Contractor as required to successfully execute the tasking on each task order when the task order is awarded. All information provided may be retained by the Contractor at no cost. This does not; however, authorize release of this information to others nor use for any purpose unrelated to this contract, including professional publications.

#### **C.4 DELIVERABLES**

Specific deliverables required on this contract are identified in the Contract Data Requirements List (CDRL), included as Exhibit A to this document. Individual task orders will reflect their unique data requirements by reference to this document. Specific titles, frequency, due dates, distribution, and other special requirements will be reflected in each task order.

##### **C.4.1 Project/Task Report**

At the completion of each task order, the Contractor shall provide written documentation on the nature of problems and issues encountered, the types of interventions and/or services provided, the outcomes achieved, and any additional or follow on work in the area that is recommended to ensure maximum gain is realized from the just completed project or intervention. The Contractor shall prepare such documentation in a way that will be useful for orienting any future providers of services in that area without compromising the privacy of a manager or organizational unit around sensitive issues.

#### **C.4.2 Monthly Progress Reports**

The purpose of these reports is to provide the Government with summary data about contract services provided during the preceding month and projected for the next month to facilitate the management and oversight of the contract. Data shall include a brief description of purpose and nature of each activity, which provided the service, the client(s), dates and work hours, and all other costs associated with the activity (labor, travel, materials, etc). In addition, the report shall include a statement of the overall status of the project, a summary cost status report, and a projection of the activities and expenditures planned for the next month. The report shall be provided in a mutually agreed upon format that can be easily related to monthly invoices. This report shall be submitted monthly, within 15 days after the end of the reporting period. This report shall be submitted in accordance with the cited CDRL for each task order.

#### **C.4.3 Leadership Training Session Evaluation Report for FLP; MLP; and SLP.**

The Contractor shall prepare a short report that (1) summarizes the evaluations from the sessions, (2) provides the facilitators' assessment of participants' learning and brief comments about what contributed to and detracted from the participants' learning experience, (3) documents any recommendations for changes to the training session, and (4) highlights any significant issues raised by the class participants that should be brought to the attention of NSWCCD leadership. This report shall be provided within one month following conclusion of a session.

#### **CLAUSES INCORPORATED BY FULL TEXT**

##### **Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS**

The Contractor shall insure that all employees who have a NSWCCD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise NSWCCD Physical Security of all changes in their contract personnel requiring NSWCCD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify NSWCCD Physical Security in advance of the date, time and location where the NSWCCD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCCD badge prior to the employee departing the Contractor's facility. In the event the employee is separated in his or her absence, the Contractor shall immediately notify NSWCCD Physical Security of the separation and make arrangements between the former employee and NSWCCD Physical Security for the return of the badge and removal of the sticker.

##### **HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal \_\_\_\_\_ dated \_\_\_\_\_ in response to NSWCCD Solicitation No. N00178-05-R-3002.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

Section D - Packaging and Marking

**CLAUSES INCORPORATED BY FULL TEXT**

**HQ D-1-0001 DATA PACKAGING LANGUAGE**

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

**HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) Name and business address of the Contractor
- (2) Contract number
- (3) Contract dollar amount
- (4) Whether the contract was competitively or non-competitively awarded
- (5) Sponsor:

\_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_

(Name of Requiring Activity)

\_\_\_\_\_

(City and State)

## Section E - Inspection and Acceptance

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

**CLAUSES INCORPORATED BY REFERENCE**

52.246-5                      Inspection Of Services Cost-Reimbursement                      APR 1984

**CLAUSES INCORPORATED BY FULL TEXT****PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES**

(a) This is a performance-based contract as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) included in Attachment J.4.

(b) The QASP defines this review and acceptance to be part of the annual Contractor Performance Assessment Reporting System (CPARS). The Contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>

## Section F - Deliveries or Performance

**CLAUSES INCORPORATED BY REFERENCE**

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

**CLAUSES INCORPORATED BY FULL TEXT****Ddi-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY**

In the event the Contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

**DURATION OF CONTRACT PERIOD**

The base period of the contract shall become effective on the date of award and shall continue for a period of twelve (12) months. Each of the four option periods, if exercised, shall become effective on the date of the option exercise and shall each continue for a period of twelve (12) months. The total period of performance of the contract shall not exceed five years (sixty months).

## Section G - Contract Administration Data

**CLAUSES INCORPORATED BY FULL TEXT****Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the Contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

[Payment office will be determined at the task order level]

**CLAUSES INCORPORATED BY FULL TEXT****Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES****[1] Procuring Contracting Officer (PCO):**

- (a)      Name:                                [ \* ]  
             Address:                            Code [ \* ]  
    Dahlgren Division  
    Naval Surface Warfare Center  
    17320 Dahlgren Road  
    Dahlgren, Virginia 22448-5100  
             Phone: (540) 653- [ \* ];    FAX: (540) 653- [ \* ]  
             E-mail: [ \* ]

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this contract or orders issued thereunder and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the Contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

**[2] Contract Specialist:**

- (a)      Name:                                [ \* ]  
             Address:                            Code [ \* ]  
    Dahlgren Division  
    Naval Surface Warfare Center  
    17320 Dahlgren Road  
    Dahlgren, Virginia 22448-5100  
             Phone: (540) 653- [ \* ];    FAX: (540) 653- [ \* ]  
             E-mail: [ \* ]

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

**[3] Administrative Contracting Officer (ACO)**

- (a)     Name:                                [ \* ]  
         Address:                            [ \* ]  
         Phone:                               [ \* ]

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

**[4] Contracting Officer's Representative (COR):**

- (a)     Name:                                [ \* ]  
         Address:                            [ \* ]  
         Phone: [ \* ];    FAX: [ \* ]  
         E-mail: [ \* ]

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this contract.

**[5] Paying Office**

- (a)     Name:                                [ \* ]  
         Address:                            [ \* ]  
         Phone: [ \* ]

(b) The Paying Office makes all payments under the contract.

(c) *(DFAS Charleston only)* For the status of invoices and for payments of all types of commercial orders, contact DFAS Charleston Operation, Customer Service, Charleston, S.C. on (800) 755-3642 or (843) 746-6211. The office is open from 8:00 AM to 4:00 PM local time.

(d) Paying office will be established at the task order level.

[ \* ] -- to be completed at contract award

**Ddl-G11 CONSENT TO SUBCONTRACT**

The following subcontractors were evaluated during contract negotiations.

[to be completed at contract award]

This evaluation satisfies the requirements for advance notification or consent pursuant to 52.244-2.

**Ddl-G12 POST-AWARD CONFERENCE**

(a) A Post-Award Conference with the successful Offeror will be conducted within [ \* ] days after award of the contract. The conference will be held at the address below:

Location/Address: [ \* ]

(b) The Contractor will be given [ \* ] working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

**[ \* ] - to be specified at contract award**

**Ddl-G20 ORDERING (INDEFINITE DELIVERY TYPE CONTRACTS)**

(a) Ordering: All NSWCDD Warranted Contracting Officers are authorized ordering officers. Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Orders on DD Form 1155 by the Contracting Officer. All orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order.

(b) Ordering Procedures:

(1) Orders issued shall include, but not be limited to the following information (when applicable):

- (i) Date of order.
- (ii) Contract and order number.
- (iii) Type of Order
- (iv) Appropriation and accounting data.
- (v) Description of the services to be performed.
- (vi) Description of end item(s) to be delivered.
- (vii) DD Form 254 (Contract Security Classification Specification)
- (viii) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract.
- (ix) The individual responsible for inspection/acceptance.
- (x) Period of performance/delivery date.
- (xi) Estimated number of labor hours for each applicable labor category.
- (xii) The estimated cost plus fixed fee or ceiling price for the order.
- (xiii) List of Government furnished equipment, material, and information.

(2) Oral orders may be placed only in emergency circumstances. Information described above shall be furnished to the Contractor at the time of placing an oral order and shall be confirmed by issuance of a written Order on DD Form 1155 within two working days.

(c) Modifications of Orders: Orders may be modified only by the Contracting Officer and may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order.

(d) The Cost Plus Fixed Fee or Ceiling Price for each Order may not be changed except when authorized by modification to the Task Order.



(c) Unilateral Orders. Task Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Contracting Officer may require the Contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

#### **Ddl-G21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS**

(a) The decision on whether or not the Order will be Cost-Plus-Fixed-Fee (Completion) or Cost-Plus-Fixed-Fee (Term) will be made dependent on the amount of detail the specification/statement of work provides. Each Request for Quotation sent to the Contractor shall state the type of order deemed appropriate by the Government. In the event the Contractor disagrees with the Government's assessment, the Contractor shall notify the Contracting Officer within five working days. The Contracting Officer will attempt to reach an agreement with the Contractor on the type of order to be negotiated. Any disagreement between the Contractor and Contracting Officer, with respect to order type, shall constitute a dispute under the clause of the contract entitled "Disputes."

(b) The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the Contractor to complete and deliver the specified end product (e.g. a final report of research accomplishing the goal or target) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The term form describes the scope of work in general terms and obligates the Contractor to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period and upon Contractor certification that the level of effort specified in the order has been expended in performing the contract work.

#### **Ddl-G22 TASK/DELIVERY ORDER PROPOSAL REQUIREMENTS**

(a) The Contractor shall submit proposals for orders in response to written requests issued by the Contracting Officer. Proposals shall be provided within five (5) working days after receipt of the request. The request will identify the projected order type and period of performance. For term-type orders, the Government's estimate of the labor mix and level-of-effort will be provided as well as the estimate for direct travel and materials. A copy of the Statement of Work with deliverable requirements will also be provided.

(b) Proposals shall contain, as a minimum, the following information. This requirement applies equally to the level of detail required from the prime Contractor and, if applicable, each proposed subcontractor. Additional information, unique to the order will be specified in the request. This may include a requirement for a brief statement of technical approach and schedule for completion type orders.

(1) Proposed direct labor to include contract and Contractor labor category, proposed direct hours (separately identified as regular and UT, if applicable), proposed hourly rate (undecrement and decremented), and extended direct labor dollars for each individual. If new personnel are proposed to be added, resumes in the format provided in Section H shall be included. Vacancies shall be described in terms of projected availability date. For term orders, any variances from the Government estimate shall be addressed and justified.

(2) Other direct costs – For term orders, any variances from the Government estimate shall be identified and justified. For completion orders, a description and associated dollars for each ODC item shall be provided. In addition, provide the rationale for the amount proposed.

(3) Travel – For term orders, any variances from the Government estimate shall be identified and justified. For completion orders, identify the point of origin and destination, length of trip (including transit time), number of travelers, and number of trips. Costs shall be broken down into transportation, per diem, rental car, personal mileage, etc., with a total provided for each trip.

(4) Indirects – Provide rates and associated dollars for each proposed indirect pool (i.e, fringe, overhead, G&A, material handling, etc.)

(5) Include planned expenditure charts showing projected labor-hour and dollar expenditures on a monthly basis.

(c) The Contractor shall deliver to the Government all order proposals via electronic (Internet) transmission to the maximum extent practicable. Although not bearing original signatures, the Government will consider all such deliveries to carry the same force and effect as if submitted in hard copy and bearing original signatures of the Contractor.

(d) The Contractor shall provide a copy of each order's proposal directly to the COR at the same time the proposal is submitted to the Contracting Officer.

#### **Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS**

##### **(a) Travel Costs (Including Foreign Travel)**

(1) Air: The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the Contractor's facility (i.e., designated work site) or to and from NSWCDD when NSWCDD is the designated work site.

##### **(b) Training**

The Government will not allow costs, nor reimburse costs associated with the Contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

##### **(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)**

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The Contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

**Ddl-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)**

(a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.

(b) The amount of each fee installment shall be billed at [ \* ]% of allowable costs. This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.

(c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The Contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.

[ \* ] - to be specified at contract award and applied at the task order level

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

(a) "Invoice" as used in this clause includes Contractor requests for interim payments using public vouchers (SF 1034) but does not include Contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [ ] copies, to the contract auditor\* at the following address:

\_\_\_\_\_ To be provided at contract award \_\_\_\_\_  
\_\_\_\_\_

unless task orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to \_\_\_\_\_. Following verification, the contract auditor\* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each task order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report,"

- \_\_\_\_\_ is required with each invoice submittal.  
 \_\_\_\_\_ is required only with the final invoice.  
 X  is not required.

(f) A Certificate of Performance

  X   shall be provided with each invoice submittal.  
       is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The Contractor shall provide an English translation if the vendor invoice is written in a foreign language.

**Section H - Special Contract Requirements****CLAUSES INCORPORATED BY FULL TEXT****MANDATORY CONTRACT REQUIREMENT****Office Location**

The Offeror's primary facility supporting this acquisition must be located such that the Contractor can respond to a requirement and have his personnel at NSWCCD, Dahlgren, Virginia within two hours by surface transportation.

**Security Clearance**

There are three key personnel labor categories to support this effort. At least one individual proposed for each of the three categories must have a security clearance of SECRET or higher, or the ability to obtain a SECRET clearance prior to contract start.

**CLAUSES INCORPORATED BY FULL TEXT****PERFORMANCE BASIS FOR EXERCISE OF OPTIONS**

- (a) The contract contains four (4) options to extend the term of the contract. These options are the unilateral right of the Government to extend the term in accordance with FAR Part 17.202(a).
- (b) The Contractor's performance assessment as provided in the Quality Assurance Surveillance Plan (QASP) will be considered by the Contracting Officer's Representative (COR) as part of the COR's recommendation to the Contracting Officer for option exercise.
- (c) Due to the schedule for exercise of Option 1 (CLIN 0003), the COR will make the option exercise recommendation based upon interim information and will apply the QASP structure to the extent practical. The remaining option exercise determinations will be made after full application of the QASP.
- (d) The Contractor must achieve a rating of Satisfactory or better in all quality areas to be eligible for exercise of an option term. Following an assessment of Marginal or Unsatisfactory in any quality area the Contractor has thirty (30) days to provide an acceptable correction plan and achieve a rating of Satisfactory or above.
- (e) The Contracting Officer will notify the Contractor in writing in the event the Government decides not to exercise an option for performance reasons.

**GUARANTEED SAVINGS CLAUSE**

This contract will provide repetitive organizational development support services. Therefore, Contractors are requested to identify business improvement processes, innovations, and cost saving initiatives to provide high quality services that will result in a savings to the Government.

Additionally, the Contractor agrees to discount the pass through rate for all work to be performed by subcontractors and consultants. The pass through rate to be performed by all subcontractors and consultants shall not exceed \_\_\_\_\_ % \* (to include fee and any applied indirect rate).

**[To be identified at contract award]**

**Ddl-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED**

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

**Ddl-H11 CHANGES IN KEY PERSONNEL**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The Contractor agrees that during the first 120 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute; and
- (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

**Ddl-H12 KEY PERSONNEL – POST AWARD ADMINISTRATION**

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

**Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL**

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the Contracting Officer's Representative (COR). Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

## **Ddl-H14 KEY PERSONNEL – DESIRED QUALIFICATIONS**

To perform the requirements of the statement of work, the Government desires personnel with the following professional development and experience qualifications:

### **(a) Education**

The following are the desired education or experience for each position. Although a degree is highly desired for many labor categories, a candidate with lengthy and meritorious experience in the requisite areas in lieu of a degree will be considered.

- (1) Program/Project Manager – MA or MS in one of the following areas: Social, Industrial, or Organizational Psychology; Business Management; Management Science; Human Resources Management; Organizational Development (OD); or Organizational Behavior.
- (2) Technical Advisor – MA or MS of the following areas: Social, Industrial, or Organizational Psychology; Business Management; Management Science; Human Resources Management; Organizational Development (OD); or Organizational Behavior.
- (3) Project Specialist – A Bachelor's degree in one of the following areas: Social, Industrial, or Organizational Psychology; Business Management; Management Science; Human Resources Management; Organizational Development (OD); or Organizational Behavior.

### **(b) General Experience**

General experience includes work experience in organizational development or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the Statement of Work. General experience may not necessarily meet the definition of specialized experience but may be considered in mitigating risk for an individual lacking the desired specialized experience.

### **(c) Specialized Experience**

Specialized experience is related directly to tasks and programs listed in statement of work.

- (1) Program Manager – Ten (10) years of full time experience in performing organization development activities for Government organizations as identified in the Statement of Work. It is desired that at least three years of the desired experience be work performed in large, greater than 2500 employees, multi-site, scientific and engineering organizations. It is desired that at least three years of the desired experience involve managing work performed under Federal Government contracts. The equivalent of five years full-time experience in managing a team of five or more professional employees engaged in organization development activities to include experience in the selection and development of Organization Development professionals, experience in delivering formal presentations to executive audiences, to determine resource requirements (both staffing level and expertise) for supporting an organizational intervention, and to facilitate group process in support of task accomplishment.
- (2) Technical Advisor – Ten (10) years experience in one or more of the specialized areas as follows: Organizational Transformation; Organization Downsizing; Divestitures and Mergers; Design and Implementation of New Organization Structures; Organization Culture Change; Strategic Planning; or Human Factors. This experience must include research and publications related to one or more of the specialized areas listed above and training and/or speaking engagements related to one or more of the specialized areas listed above.

(3) Project Specialist – Eight (8) years full-time experience in performing professional organization development activities for Government organizations in large, multi-site, scientific and engineering organizations, as well as three years experience in performing organization development activities in Federal Government organizations.

## **Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS**

All resumes submitted under this contract shall be provided in the following format.

(a) COMPLETE NAME

(b) CONTRACT LABOR CATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(f) CURRENT WORK LOCATION

(g) PLANNED WORK LOCATION (If the planned work location is other than the Offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(h) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years, 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(i) EDUCATION -- Show all post-secondary as follows:

Degree(s); Date(s); Institution; Major/Minor

If non-degreed, if the degree is in an unrelated field, or if formal training falls short of a degree, the Government may evaluate additional specific experience/education substituted in lieu of the degree qualification. Such work



experience(s) shall be described at the level of detail discussed above or it may not be evaluated. Experience cited as a substitute for the degree qualification may not also be credited toward fulfillment of labor category experience requirements. Specific classes submitted for consideration shall be identified together with applicable training institution and completion date.

(j) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the Contractor. The employee certification shall include the following statement: CERTIFICATION: "I certify that the education and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Contract N00178-05-R-3002 by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Contractor Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and Contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

If the employee is not a current employee of the Contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided. The letter will be provided as part of the technical proposal, agreed-to salary is to be provided as an exception to the prohibition of cost data in the technical proposal.

#### **Ddl-H40 FUNDING PROFILE**

It is estimated that these incremental funds will provide for [ \* ] The following details funding to date:

<b>Total Contract CPFF</b>	<b>Funds This Action</b>	<b>Previous Funding</b>	<b>Funds Available</b>	<b>Balance Unfunded</b>
<b>**</b>	<b>**</b>	<b>**</b>	<b>**</b>	<b>**</b>

\* If LOE enter the number of hours.

\*\* To be completed at the task order level.

#### **Ddl-H43 REQUIRED INSURANCE**

(a) The following types of insurance are required in accordance with the clause entitled "INSURANCE - LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

**SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)**

**[Note: Applicable to task orders issued on a term basis]**

(a) The Contractor agrees to provide the total level of effort specified in each task order issued in accordance with the work described in Sections B and C of the order. The total level of effort for the performance of each task order shall be total man-hours of direct labor, including subcontractor and consultant direct labor for those subcontractors and consultants specifically approved and identified at the basic contract and task order level. Support hours shall not be included in the level of effort.

**NOTE: SEE SECTION L FOR THE GOVERNMENT'S ESTIMATED LEVEL OF EFFORT**

(b) Of the total man-hours of direct labor set forth above, it is estimated that \_\_\_\_\_ (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately \_\_\_\_\_ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 120 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

#### **SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract

entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

Item	Allotted to Cost	Allotted to Fee	Est Period of Performance
	*	*	*

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs \_\_\_\_\_ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

**[\* To be completed at the task order level]**

#### **HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

#### **Ddl-H50 NOTICE OF INCORPORATION OF SECTION K**

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

## Section I - Contract Clauses

**CLAUSES INCORPORATED BY REFERENCE**

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.217-5	Evaluation of Options	JUL 1990
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998

52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-25	Prompt Payment (Oct 2003) - Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	JUN 2003
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Hawaiian Small Business Concerns	OCT 2003
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

**CLAUSES INCORPORATED BY FULL TEXT****52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued at any time from the date of award through the end of the current contract term.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$800,000.00;

(2) Any order for a combination of items in excess of \$800,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after twelve (12) months after completion of the contract's effective period.

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the current term; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "Level of Effort" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the Level of Effort requirements have not been expended within the period specified above, the Government may require the Contractor to continue to perform work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

#### **52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero (0) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;



(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far>

#### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

#### **252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime Contractor to the Contracting Officer.

Section J - List of Documents, Exhibits and Other Attachments

**Ddl-J10 LIST OF EXHIBITS AND ATTACHMENTS**

Exhibit A – Contract Data Requirements List, DD1423

Attachment J.1 – Contract Security Classification Specification, DD 254

Attachment J.2 - Past Performance Questionnaire

Attachment J.3 - Contracting Officer's Representative Appointment Letter \*

Attachment J.4 – Quality Assurance Surveillance Plan (QASP)

**[\* To be attached at contract award]**

## Section K - Representations, Certifications and Other Statements of Offerors

**CLAUSES INCORPORATED BY REFERENCE**

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

**CLAUSES INCORPORATED BY FULL TEXT****52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

## (a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

## (e) Type of organization.

- ☐ Sole proprietorship;  
☐ Partnership;  
☐ Corporate entity (not tax-exempt);  
☐ Corporate entity (tax-exempt);  
☐ Government entity (Federal, State, or local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☐ Other \_\_\_\_\_

## (f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
☐ Name and TIN of common parent:  
 Name \_\_\_\_\_  
 TIN \_\_\_\_\_

**52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it ( ) is a women-owned business concern.

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local)

contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.

(b) If the Offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541612.

(2) The small business size standard is \$23M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The Offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The Offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if Offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The Offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(3) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(4) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(5) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(6) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The Offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)**

The Offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the Offeror certifies that--

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or



(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located within the United States or its outlying areas.

## **52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

### **I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and

(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official

Where Filed: \_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal

Official Where Filed: \_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

## (4) Certificate of Interim Exemption.

The Offeror hereby certifies that

(i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

CAUTION: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

## 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

**(b) Evaluation. The Government--**

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

**(c) Certifications and identification of country of origin.**

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the Offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

**252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**Ddl-K20 AUTHORIZED NEGOTIATORS**

The Offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the Offeror:

\_\_\_\_\_

\_\_\_\_\_

In addition, the Offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the Offeror, both prior to contract award and following contract award:

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

## Section L - Instructions, Conditions and Notices to Bidders

**CLAUSES INCORPORATED BY REFERENCE**

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997

**CLAUSES INCORPORATED BY FULL TEXT****52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an IDIQ performance-based contract with a base period and four option periods, and a Cost-Plus-Fixed-Fee pricing arrangement resulting from this solicitation.

**52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

XDS13  
Contracting Officer  
Building 183, Room 106  
Naval Surface Warfare Center, Dahlgren Division  
17320 Dahlgren Road  
Dahlgren, VA 22448-5100

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>  
<http://www.arnet.gov/far>

**52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

**Ddl-L10 PROPOSAL PREPARATION REQUIREMENTS**

Offerors are required to prepare their proposals in accordance with the following organization, content and format.

**(a) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 - RFP)**

(1) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete the fill-ins in Section H, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.

(2) Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

**(b) TECHNICAL PROPOSAL**

(1) The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

(2) The technical proposal should be written so that management oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective Contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

(3) Statements such as “the Offeror understands,” “will comply with the statement of work,” “standard procedures will be employed,” “well known techniques will be used” and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the Contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

(4) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the Offeror’s lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.

(5) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the Offeror and shall show the author’s name, employment capacity, the name of the person’s firm, the relationship of that firm to the Offeror’s, and the portion of the technical proposal he/she wrote.

(6) Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

**(c) COST OR PRICE PROPOSAL**

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

**(d) MARKING OF PROPOSALS**

Proposals shall be submitted as separate volumes, as follows:

	Original	Copies
Volume I, Solicitation, Offer and Award (SF 33)	1	1
Volume II, Oral Presentation Viewgraphs	1*	5
Volume III, Technical Proposal (written portion)	1	5
Volume III, Cost or Price Proposal	1**	1

\* Electronic media may be used in lieu of paper as detailed under the following clause entitled "ORAL PRESENTATION – TECHNICAL AND MANAGEMENT UNDERSTANDING/CAPABILITY"

\*\* In addition to the hard copy, include an electronic copy as addressed under the clause entitled "COST PROPOSAL – SPECIFIC REQUIREMENTS – COMPLEX COST REIMBURSABLE CONTRACTS"

The original of each volume shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

#### **DdI-L24 ORAL PRESENTATION – TECHNICAL AND MANAGEMENT UNDERSTANDING / CAPABILITY**

(a) Offerors shall make an oral presentation to demonstrate their Technical and Management understanding and capability for this requirement. The presentation shall be followed by a question and answer session. Neither the oral presentation nor the question and answer session will constitute discussions, nor will they obligate the Government to conduct discussions. The following paragraphs provide the rules/requirements for the oral presentation.

**(b) Viewgraphs/Slides**

(1) The Offeror may make the oral presentation from hardcopy viewgraphs printed on paper vice transparencies, or from electronic media (PowerPoint, etc.). The original hardcopy transparencies or the original diskette of the electronic media of the oral presentation shall be submitted in a sealed package that is submitted with the offer. These transparencies (or diskette) will be held by the Contracting Officer in the sealed package and will be provided to the Offeror immediately prior to the start of the Oral Presentation. No other transparencies/diskette may be used during the Oral Presentation. Following the Oral Presentation, the Contracting Officer will retain the original transparencies/diskette. Following contract award, the original transparencies/diskette will be returned, if desired, to the Offeror.

(2) Paper copies of the Oral Presentation transparencies. A separate package shall contain the paper copies of the transparencies/slides. These paper copies, submitted with the offer, will be opened by the Government and will be provided to the Government evaluators for study prior to receiving the Oral Presentation.



(c) General presentation Requirements

(1) Offerors must clearly demonstrate an understanding of all requirements covered in the RFP. The presentation must be specific, detailed, and complete. The Offeror shall clearly demonstrate that he has a thorough comprehension of the requirement, has the technical capability and competence to fully perform the requirements described in the statement of work, and has the management resources and expertise to successfully carry out a contract of this type. Previously submitted data or prior experience presumed to be known to the Government (e.g., previous contracts performed for the Government) should not be relied upon by the Offeror.

(2) The overall quality of the presentation will be evaluated in the context of being representative of the Offeror's capabilities. Superfluous material or material which is not directly related to this acquisition should not be presented.

(d) Scheduling Oral Presentations

(1) To assist the Government in scheduling evaluators' time as well as presentation facilities, Offerors that intend to submit a proposal as a prime (and make an Oral Presentation) are requested to submit a written non-binding notice of intent to the Contract Specialist, at the address shown in block 7 of the SF33, by facsimile to (540) 653-6810 not later than 10 working days prior to the solicitation closing date.

(2) Oral Presentations will be scheduled to begin not earlier than five (5) working days after the solicitation closing date. The order of presentation will be determined by random drawing by the Contracting Officer. No presentation will be scheduled on a Monday or on any day following a Federal holiday. Offerors will be notified of the date, time and location of the Oral Presentation within three (3) working days after the closing date of the solicitation. The Navy reserves the right to reschedule the Offeror's Oral Presentation at the discretion of the Contracting Officer. The Offeror must make the Oral Presentation on the date scheduled in order to be considered for award.

(3) The Oral Presentation shall not exceed three (3) hours in length. Two breaks, fifteen (15) minutes in duration, will be scheduled by the presenters. The break(s) will not be included in the limitation for the Oral Presentation. The presentation will be followed by an approximate one and one-half (1 ½) hour break and then a question and answer session. The oral presentation will be made in the Government's facility. The Government will provide and set up the necessary viewgraph projector and screen. If the Offeror elects to use electronic media, the Offeror shall be responsible for furnishing all equipment (not including screen) for making the presentation. The presentation schedule will be included in the date notification given the Offeror. The presentation schedule is anticipated to be similar to the one shown below:

0800	Presentation room opened
0815	Sealed transparencies opened
0830	Presentation begins
1200	Presentation ends, break begins
1330	Question and answer period begins
1500	Question and answer period ends

(e) Rules for the Oral Presentations

(1) The time limit for the Oral Presentation will be strictly enforced. The starting times and length of the break(s) are adjustable. The Offeror is responsible for keeping track of the remaining time.

(2) There is no limit to the number of transparencies/slides in the Oral Presentation; however, only those slides presented will be considered for evaluation purposes.

(3) Offerors are limited to the use of pre-prepared slides only. The slides and hard copies thereof shall be consecutively numbered. During the question and answer session, the Contractor may "create" new transparencies through the use of blank transparencies and markers. Necessary materials shall be provided by the Contractor. The Contracting Officer will retain these original transparencies.

(4) Presenters shall be senior level Key Personnel the Offeror will actually employ to perform the work under the prospective contract and shall include the proposed Program Manager. The Offeror is encouraged to have proposed subcontractor personnel participate. The same presenters shall be present for the question and answer session and shall address questions directed to them. Offerors are limited to three presenters and may also have no more than one additional person attend as an observer. This individual will not be seated near the presenters during the presentation or the subsequent question and answer session and will make no verbal, written, or other contact with the presenters. A list of presenters and observer's names (to include corporate affiliation and title) shall be provided with submission of the hardcopy transparencies/ slides. If any last minute substitutions are necessary, an updated list of presenters shall be provided to the Government prior to the start of the presentation. No substitutions (of presenters or observers) will be allowed between the oral presentation and the Q&A session.

(5) The presentation will not be recorded. Neither the Navy nor the Offeror will videotape or use audio or video recording devices of any kind.

(6) The presentation shall not address cost or fee. Information submitted as part of the written portion of the proposal need not be repeated in the presentation.

(7) The Navy will not ask questions during the Oral Presentation; however, questions will be asked during the question and answer session.

(8) The Navy will not inform Offerors of their strengths, deficiencies or weaknesses during the presentation.

(9) An invitation to make an oral presentation does not constitute a determination that the Offeror has been determined to be in the Competitive Range.

(f) Organization and Minimum Content of the Oral Presentation – In order to facilitate evaluation, it is desired that the Oral Presentation be structured into two primary components: Technical Understanding, Capability and Approach, and Management Capability.

(1) Technical Understanding, Capability and Approach – The Offeror shall demonstrate their understanding, experience, and technical capability to accomplish tasking under this contract by addressing the following:

(i) The Offeror shall explain their understanding and experience in the facilitation of all parts of Leadership Development Training to include Foundations of Leadership Training, Mid-Level Leadership Training, and Senior Leadership Training. The Offeror shall demonstrate understanding and experience in key leadership requirements including self-mastery, relationship mastery, and influencing organizational systems. The Offeror must be qualified to interpret the Myers-Briggs Type Indicator (MBTI) and display understanding and experience in training in the areas of leadership roles; emotionally intelligent leadership; group dynamics; strategic thinking and decision making; leading a change initiative; leadership in Navy and DoD; power and politics; business development; and innovation. Offeror shall demonstrate understanding and experience in training in the areas of visionary, strategic and tactical leadership; structuring organizational alignment; leading and maximizing change environments; leading groups and maximizing their potential contributions; shaping and aligning external as well as internal relationships; strategic thinking and decision making; senior level interaction to include presentation, communication, and negotiation.

(ii) The Offeror shall explain their understanding and experience in the area of Organizational Development regarding organization design and implementation of reorganization or consolidation plans; administrative and management control systems; organizational missions, objectives, goals, roles, and/or working relationships; business process assessments; management consulting; strategic planning and assistance; and workforce planning

(iii) The Offeror shall explain their approach to Teambuilding and Coaching with demonstrated application of this experience in providing technical assistance and consultation with various organizations to develop an effective integrated product-teaming environment utilizing various tools such as Product Team Assessments; Myers-Briggs Type Indicator; and environmental surveys or scans. The Offeror will demonstrate ability to develop a "game-plan" and coaching support with individuals and organizations to become a more effective team which may include creating a new vision; establishing clearer roles and responsibilities; skill building; conflict resolution and counseling.

(iv) The Offeror shall explain their approach to Facilitation Support with demonstrated application of this experience through planning, preparation, delivery, facilitation, and evaluation of planning sessions and workshops focused on clarification of program, organizational or team missions, objectives, goals, roles, and/or working relationships, resolving intra/interorganizational conflicts and establishing collaborative work processes and relationships.

(v) The Offeror shall explain their approach to Projects and Interventions with demonstrated application of this experience through identification of specific goals and objectives for each intervention and/or project related to organizational units. The Offeror will demonstrate understanding and experience in appropriate activities for accomplishing those goals and objectives in collaboration with the requesting manager.

(2) Management Capability – The Offeror shall demonstrate their management capabilities and understanding by addressing the following:

(i) Organization. Describe the organization that is in place to cover all facets of support with clear lines of authority. Describe the Program Manager's authority and responsibilities. The roles and responsibilities of other organizational entities (besides program manager) are to be defined and should be adequate to perform tasking. Describe method of meeting contract mandatory requirement. Present a chart which shows the planned location of this work effort within the Offeror's organization.

(ii) Planning, Budgeting, Coordination, Progress Reporting, and Invoicing. Describe the methods of budget tracking and cost control; procedures and processes to ensure the quality and timeliness of all services provided; methods for understanding progress reporting, invoicing, and task order proposal requirements of the solicitation including the ability to comply with the requirements.

(ix) Interface with Government: Define interface procedures with the Government Contracting Officer's Representative (COR) and other representatives.

(x) Personnel Recruitment/Retention/Skills Improvement – Offerors shall describe their overall personnel management program to include personnel recruitment/ retention and training. Of particular interest is the Offeror's ability to identify and hire individuals with hard-to-find skills in a timely manner. Also of specific interest are the Offeror's policies and practices to encourage longevity with the firm and the Offeror's approach toward staff development in areas, which would be of direct technical benefit to this contract. Also, the extent of corporate investment in staff development shall be addressed.

**DdI-L26 WRITTEN TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – PERSONNEL, SUBCONTRACTING/TEAMING, PAST PERFORMANCE, AND MANDATORY REQUIREMENT**

The Offeror's written technical proposal shall consist of the following items. No other written materials submitted by the Offeror will be considered or evaluated as part of the Technical / Management Proposal.

Description	Paragraph Reference
Key Personnel Staffing Matrix	a
Key Personnel Resumes	b
Subcontracting/Teaming/Consulting Agreements	c
Past Performance Information (Including SF 294)	d
Mandatory Requirement	e

(a) Key Personnel Staffing Matrix - The Offeror shall provide a summary matrix of Key Personnel. This matrix will be evaluated against both the Resumes and the Statement of Work (SOW) for consistency. The following information shall be submitted:

- (1) Proposed individual's name.
- (2) Contract Labor Category / Contractor Labor Category.
- (3) Hours to be allocated to the resultant contract.
- (4) Degree(s).
- (5) Section(s) of the Statement of Work proposed to support.
- (6) Section(s) of the Statement of Work in which named individual possesses experience.
- (7) Resume page number

(b) Key Personnel Resumes –Resumes shall be prepared in the format specified in Section H in the clause entitled "RESUME FORMAT AND CONTENT REQUIREMENTS." Resumes are required for 100% of all proposed Key Personnel for the labor categories identified below. The number of resumes specified is based on the assumption that each individual will be available on a full-time basis. If this is not the case, and a proposed Key Person will be available only on a part-time basis, additional resume(s) are required to equal the equivalent of a full-time person. To facilitate evaluation, the volume containing resumes shall be page numbered and there shall be a Table of Contents showing the page location of each resume. Resumes shall be alphabetical by contract labor category.

Key Labor Category	Number of Resumes
Program Manager	1
Technical Advisor	2
Project Specialist	7
Total Key Staffing	10

The cutoff for experience claimed shall be the closing date of the solicitation. Resumes without the certification required in Section H may be unacceptable and may not be considered. The employee and the Offeror certifications shall be dated after the issue date of this solicitation.

If the employee is not a current employee of the Offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. An additional copy of this letter shall be provided in the Cost Proposal which identifies a projected start date and the agreed to annual salary.

(c) Subcontracting/Teaming/Consulting Agreements – A copy of any subcontracting/teaming/consulting arrangements proposed to fulfill any direct charged part of the contract shall be provided. It shall be signed by both the Offeror and the proposed subcontractor/team member/consultant and shall show agreement as to the specific technical work areas to be subcontracted, the projected labor categories (Key and Non-Key) to be provided, and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. Agreements shall be submitted only for those subcontractors or consultants who are priced in the Cost Proposal.

(d) Past Performance

(1) The proposal shall contain information concerning the Offeror's experience in performance of contracts for similar services of the variety and magnitude set forth in the RFP. This information should include data as to the scope of work required under such contracts, the term of those contracts, number and types of personnel furnished, the contracting agencies/offices that awarded the contracts, applicable contract numbers, and any other applicable information. Information regarding past performance may be obtained from several sources, as indicated below.

(2) Past Performance Reference List

(i) All Offerors shall prepare and submit a Past Performance Reference List as part of the written Technical Proposal. The Past Performance Reference List shall contain the following information for each relevant contract completed within the last five years and those currently in progress:

- (A) Contract Number
- (B) Contract Amount/Value
- (C) Description of Work Performed to include approximate number of direct man-years per year provided.
- (D) Identification of the Statement of Work functional area(s) (e.g, C.xx -- XXXXX) for which the referenced contract demonstrates past performance.
- (E) Note if performed as a prime or subcontractor
- (F) Name, title, address, and phone number of person to whom the questionnaire was mailed.
- (G) Name, address and phone number of the Contracting Officer and of the COR
- (H) Date the questionnaire was mailed and a list of all recipients of the questionnaire.

(ii) If submitting a proposal for subject acquisition as a prime Contractor, the Offeror is encouraged to include Past Performance reference(s) where they performed as a prime Contractor. If subcontractors are proposed for subject acquisition, the Offeror is encouraged to include Past Performance reference(s) where they, as the prime Contractor, subcontracted a portion of the effort. Further, if subcontractors are proposed for this requirement, past performance references may be cited for current and previous customers of the proposed subcontractors.

(3) Contract Listed in CPARS. The Government intends to review Contractor Performance Assessment Reporting System (CPARS) data and other existing past performance rating on relevant contracts.

(4) Contracts Not Listed in CPARS – Past Performance Questionnaire

(i) The Offeror is responsible for the distribution of all Past Performance Questionnaires (Attachment J.2). Questionnaires should be distributed not later than 7 days after receipt of the solicitation. It is in the Offeror's best interest to do a thorough and prompt job of distributing the Past Performance Questionnaires.

(ii) The Offeror shall send a copy of the questionnaire directly to the COR for all relevant contracts completed in the last five years and contracts currently in progress. The Offeror shall request the recipients of the questionnaire to complete the document and forward it to the Government Contracting Officer at the following address:

Contracting Officer  
Naval Surface Warfare Center, Dahlgren Division  
Attn: Code XDS13  
17320 Dahlgren Road  
Dahlgren, VA 22448-5100

(iii) The Navy will attempt to contact those offices which do not respond to the questionnaire based upon the information in the Past Performance Reference List.

(5) All Offerors may provide any other information regarding their past performance of contracts similar to the Government's requirement that they would like the Government to consider. Such information may be in the nature of:

(i) Additional information which the Government has readily available, for example, a synopsis of data in the CPARS system;

(ii) Information which the Offeror considers essential to the Government's evaluation of Section M factors and/or subfactors; or

(iii) Explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence.

(6) For Offerors that are large businesses, the Offeror shall provide a chart with narrative that provides the extent of prior use of small, small disadvantaged, and women-owned businesses as subcontractors. In addition, provide a copy of the SF294 for each contract listed in the Past Performance Reference List with a value in excess of \$500K. For completed contracts, provide the final SF294; for contracts in process, provide the SF294 for the latest reporting period.

(7) Past performance will be used as both an evaluation factor and as a source of information for a responsibility determination. Offerors that do not have relevant past performance may base the questionnaires on work performed by the proposed Key Personnel. The cutoff date for receipt by the Government of responses to the questionnaire is two weeks after the closing date of the solicitation. Offerors are encouraged to provide information on problems encountered on the identified contracts and the Offeror's corrective actions taken.

**(e) Contract Mandatory Requirements**

The Contractor shall address his ability to (or plans for meeting at time of award) meet the contract mandatory requirements as discussed in Section H, MANDATORY CONTRACT REQUIREMENTS.

**Ddl-L27 ESTIMATED LEVEL OF EFFORT**

(a) It is estimated that the following effort will be required by the Contractor for performance of the work specified herein:

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Program Manager	.74	.74	.74	.74	.74	3.7
Technical Advisor	1.8	1.8	1.8	1.8	1.8	9.0
Project Specialist	6.55	6.55	6.55	6.55	6.55	32.75
Total Key Staffing	9.09	9.09	9.09	9.09	9.09	45.45

(b) This estimate is furnished for the purpose of providing additional information to the statement of work to permit optimum response by Offerors and to allow a more timely and comparable evaluation of proposals by the Government. The agreed to level of effort will be specified in the award document, in accordance with the Section H, "Level of Effort" clause.

(c) The Government's estimate of effort is based on workyears rather than labor hours. Offerors shall propose on the basis of their average workyear; for example, one Offeror's workyear of effort may equate to 1800 hours and another Offeror's workyear may be 1900. Proposed hours shall be identified as either compensated or uncompensated, if applicable. A minimum of 1775 compensated hours per workyear is required. The basis for the number of hours used as well as the mix (i.e., compensated/uncompensated) must be provided in the cost proposal. This data must be verifiable either with DCAA or through the analysis of supplemental statistical data which shall be included in the cost proposal.

#### **Ddl-L32 COST PROPOSAL – SPECIFIC REQUIREMENTS – COMPLEX COST REIMBURSABLE CONTRACTS**

##### **(a) General**

(1) The Offeror's cost proposal shall be prepared and submitted in accordance with the following requirements. The format and content requirements provided herein apply equally to both the prime contractor as well as any subcontractors/team members/consultants.

(2) An Offeror's proposal is presumed to represent the best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and estimated cost-plus-fixed-fee should be explained in the proposal. For example, if a corporate policy decision has been made to absorb a portion of the estimated cost-plus-fixed-fee, state that in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and the ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

(3) The cost proposal shall be prepared indicating cost elements and subtotals for the base year and each option year for the entire contract. Pricing by Government fiscal year is neither required nor desired. Submit spreadsheets showing all cost elements and calculations in hard copy and on 3.5" diskette in a Microsoft Excel format.

(4) Number all pages in the Cost Proposal (including all appendices or attachments). Provide a table of contents. Also, provide a Compliance Matrix which cross references the Cost Proposal to the solicitation content requirements. No information submitted for evaluation in the Cost Proposal shall be printed in a type font smaller than 10. This includes pricing spreadsheets.

(5) Provide the name, address, and telephone number of the cognizant Government Audit Agency Office and Contract Administration Office.

(6) If the Offeror has been authorized to submit invoices directly to the Paying Office, provide a copy of the authorizations from DCAA and the ACO.

## (b) Detailed Instructions by Cost Element

## (1) Direct Labor

(i) In order to evaluate all proposals fairly, Offerors are directed to provide proposed costs based on utilization of the direct technical labor categories stated in Section H. Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal. The labor categories/hours contained in Section L of this solicitation are based on the assumption that individuals/resumes identified at time of award will continue to be made available throughout the life of the contract. Failure to submit a consistent labor mix may be interpreted as the Offeror's intention to substitute lesser-qualified personnel for original Key Personnel. Offerors shall, therefore, provide a detailed explanation for any significant changes in labor mix by contractor category, solicitation labor category, and contract year.

(ii) Offerors shall base their Cost Proposals on the labor mix shown in the following chart:

<b>Labor Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>TOTALS</b>
Labor Category	Man Yrs	Man Yrs	Man Yrs	Man Yrs	Man Yrs	
Program Manager	.74	.74	.74	.74	.74	3.7
Technical Advisor	1.8	1.8	1.8	1.8	1.8	9.0
Project Specialist	6.55	6.55	6.55	6.55	6.55	32.75
Admin Support	.25	.25	.25	.25	.25	1.25
Total Work Years	9.34	9.34	9.34	9.34	9.34	46.7

(iii) The above estimate is furnished for the purpose of providing additional information to the statement of work to permit optimum response by Offerors and to allow a more timely and comparable evaluation of proposals by the Government. The agreed-to level of effort will be specified in the award document, in accordance with the Section H clause "Level of Effort."

(iv) The Government's estimate of effort is based on work years rather than labor hours. Offerors shall propose on the basis of their average workyear; for example, one Offeror's workyear of effort may equate to 1800 hours and another Offeror's workyear may be 1900. A minimum of 1,775 compensated regular hours per workyear is required.

(v) FAR 52.237-10 in Section I defines Uncompensated Time (UT) as any hours worked in excess of 40 hours per week without additional compensation. Some firms manage UT through the process of Total Time Accounting (TTA). The effect of UT/TTA is that the total hours worked are charged to the contract/order at a rate less than the individual's regular hourly rate based on a 40-hour workweek. In accordance with FAR 52.237-10 and the need to adequately evaluate all offers, offerors shall:

(A) Identify proposed hours as compensated or uncompensated.

(B) Provide the basis for the number of hours used as well as the mix (i.e., compensated/uncompensated). This data must be verifiable either with DCAA or through the analysis of supplemental statistical data that the offeror includes in the cost proposal.

(vi) Proposed hours shall be supported by a detailed breakout of an average workyear for exempt and non-exempt employees in the following format:



Description	Exempt	Non-exempt
One year base hours	2,080	2,080
Subtract Paid Holidays		
Subtract Paid Vacation		
Subtract Paid Sick Leave		
Subtract Other Paid Leave (e.g. Jury Duty, Military Leave, etc)		
Subtotal – Net Compensated Hours		
Add Uncompensated Overtime Hours		
Total Hours Per Workyear		

It shall be noted that the proposed workyear, in order to be evaluated as realistic, should be based on actual historical information rather than 2,080 hours less the quantity of paid absence hours provided for in the Offeror's fringe benefit package. This caution is provided because not all employees may take their entire leave entitlement. Following award, administration of the contract and negotiation of the level of effort for task orders (if applicable) shall be based on the above proposed workyear.

(vii) Offerors shall provide the following workyear information in narrative format:

- (A) List of Offeror's paid holidays,
- (B) State the average number of paid vacation days per employee per year,
- (C) State the average number of sick days per employee per year, and
- (D) Describe any other factors used to determine direct and indirect labor hours.

(viii) The total contract labor provided above refers to technical labor categories only. Corporate, or any other local level management, clerical, and contract business management/administration is considered to be overhead in nature. The Offeror is, however, permitted to propose such labor hours as a direct charge if it is in accordance with his standard DCAA approved practice to do so. Such hours shall be added to the total number of hours proposed. The Offeror shall clearly state what additional functions are to be direct charged, including administrative word processing, reproduction, library, contract administration (to include support for progress report preparation and invoicing), security administration, contract quality assurance, CDRL review and approval, etc. The additional hours/amounts proposed for each of these functions shall be fully explained and justified. Offerors are cautioned to submit realistic estimates in this area because the ratio of these hours to technical hours will be used as a guideline in the evaluation of delivery order proposals and the reasonableness of actual costs incurred under this contract.

(ix) Labor Rates for Named Key Personnel - The cost proposal shall reflect actual labor rates expected to be expended in performing the proposed contract; e.g., actual hourly rates for named Key Personnel if such rates will be the basis for billing under the resultant contract, and not a composite rate of individuals within a labor classification or labor category. The Cost Proposal shall contain a table which shows the following for each named person:

- (A) Current (as of the date of proposal submission) actual hourly rate (based on a 40 hour workweek).
- (B) Current decremented hourly rate (if uncompensated overtime is proposed).
- (C) Contract year one hourly rate.
- (D) Applicable contract and contractor labor category.

Rates projected through the life of the contract. Offerors are cautioned that outyear rates must reflect the requirement for replacement of key personnel to have qualifications equal to or better than the key person being replaced.

(x) Key Personnel Growth Rates - Out-year growth in Key Personnel labor categories (key personnel for which resumes are not required to be submitted) must be priced based on category average rates. Offerors shall ensure the proposed rates are realistic because proposed rates will be used to evaluate the reasonableness of proposed rates for negotiation of delivery/task orders, if applicable.

(xi) Non-Key Labor Rates - Category average rates must be proposed for non-Key hours. Offerors shall ensure the proposed non-Key rates are realistic because proposed non-Key rates will be used to evaluate the reasonableness of proposed rates for negotiation of delivery/task orders, if applicable. Proposed non-key rates should not be the lowest rate at which an individual may be provided but rather a representative rate for the category, i.e., a rate that represents the range of education and experience applicable to the category, not just the minimum requirement.

(A) Wage and Salary Plan - For each proposed Contractor category identified for both Key and Non-key categories, identify:

- (1) The minimum and maximum hourly rates.
- (2) The current mean and median rate.
- (3) The minimum education and experience requirements.
- (4) Note whether the category is considered exempt or non-exempt.
- (5) Note the current number of contractor employees in each category.

(xii) Include documentation from the cognizant Government auditor which shows the Offeror's current approved category average rate for each labor category proposed, if applicable.

(xiii) If the Contractor does not have established corporate labor categories for which the above information can be provided, the offeror shall provide a narrative justification of the realism of each proposed bid rate.

(xiv) Provide a copy of the overtime policy noting who is paid overtime and the applicable rate.

(xv) Escalation - Labor escalation is defined to include all factors which affect an individual's compensation level to include merit increases, promotions, and cost-of-living adjustments. State the annual labor escalation rate used in the Cost Proposal. Provide a chart that shows the salary history for each proposed named individual for the most recent 3-year period. Show the effective dates for each rate and compute an average annual escalation rate from these data. If a lower escalation rate is proposed than the average rate derived from the above table, specific justification shall be provided as to why the proposed rate should be considered realistic. Describe the management controls to be implemented to hold the actual labor escalation rate to what is proposed. Offerors shall ensure that the proposed escalation rate is realistic as it will be used to evaluate the reasonableness of proposed labor costs for negotiation of delivery/task orders, if applicable.

(xvi) Uncompensated Overtime - If decremented direct labor rates are proposed, either by the prime or by any subcontractor, the Cost Proposal shall include a detailed description, including examples as appropriate, of the manner in which the Offeror plans to track and report compliance with the UNCOMPENSATED OVERTIME clause in Section H. Offerors shall note that clause requires reports at the delivery/task order level (if applicable) showing the aggregate percentage reduction in billing rates due to an expanded workweek. If the Offeror plans to track delivery of uncompensated overtime by reporting UT hours worked, the offeror shall specifically show in the Cost Proposal, how the number of UT hours reported, in relation to the regular hours worked, accurately represents the actual percentage decrement to labor billing rates. Sample calculation shall be provided. Statements that the offeror's procedures are approved by DCAA are not sufficient.

## (2) Other Direct Costs

(i) Offerors shall use the following unburdened amounts (\$K) for travel and materials:

Cost Element	Year 1	Year 2	Year 3	Year 4	Year 5	TOTALS
Travel	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$225,000
Materials	\$240,000	\$240,000	\$240,000	\$240,000	\$240,000	\$1,200,000

(A) Travel dollars are assumed to reflect Dahlgren, VA as a point of origin and are exclusively for technical travel requirements of the contract and/or individual delivery orders, if applicable. All other travel is assumed to be overhead in nature. If, due to the use of remotely located personnel, including subcontractors, or the Offeror's proposed management structure, additional travel is planned to be direct charged, subject to the limitations of Section G herein, it should be added to the above amounts. Failure to do so will make such additional travel unallowable following contract award. Narrative information regarding the basis for the additional amounts should be provided.

(B) "Material" dollars are intended to cover items of expense directly associated with producing contract deliverables to exclusively include copying costs and consumables (binders, tabs, CD-ROM blank disks, etc.). Items of expense not included in this estimate are personnel relocation, computer usage, postage and express/overnight delivery charges, and telephone and other communication costs. Offerors who do not direct charge reproduction and/or consumables shall so state and may reduce the dollar amount correspondingly. Offerors who plan to direct charge any other item of ODC shall identify each item of expense, including associated dollars, and provide the following information for each item. Corresponding dollar amounts for each additional type of ODC shall be included in the Offeror's total proposed cost if the expense category is to be allowed as a direct charge following contract award.

- (1) Description, justification, and detailed basis for the estimate.
- (2) For any costs proposed on a per unit basis, (e.g., those set up in a service cost center and charged to users/customers on a per unit basis), the discussion shall also include statistical data supporting the unit charge. Statements that the rate has been accepted by DCAA are not sufficient.
- (3) If direct charge is proposed for any leased item, identification of item, justification of need, and lease/purchase analysis shall be provided.
- (4) If direct charge is proposed for depreciation of any capital asset, identification of item, justification of need, projected acquisition date, purchase price, depreciation method, and depreciation schedule shall be provided.

(ii) If it is anticipated that subcontractors will need to incur items of Other Direct Costs, they shall be proposed as such (subject to the solicitation requirements with respect to ODCs) or none shall be allowed during contract performance. Offerors shall note that the Realism Assessment will assess the extent to which the travel and material dollars provided above were allocated to proposed subcontractors. Offerors shall, therefore, provide a narrative explanation of the amounts allocated to and proposed by subcontractors or consultants.

(iii) The proposed direct charge of any item, such that title transfers to the Government under the provisions of FAR 52.245-5, Government Property, is not acceptable unless specifically authorized in writing under the contract. Furthermore, if a category of expense is not proposed as a direct charge in the Cost Proposal, it will not be allowed during contract performance unless it is established that there has been a DCAA-approved change in accounting procedures. This restriction is equally applicable to subcontractors.

(iv) Offerors shall specifically state their accounting practices with respect to each of the following items of expense: relocation costs for an individual hired to work on a specific contract/delivery order; copying costs for contract deliverables; material costs for contract deliverables (paper, notebooks, electronic media); computer costs (administrative); computer costs (technical); postage (including overnight delivery charges), long distance telephone and other communication costs (pagers, cellular phone charges, etc.), and training. Offerors shall note that indication that an item is a direct charge under this section will not result in its being allowable as a direct cost during contract performance unless associated costs have been included in the Offeror's total proposed cost.

### (3) Indirect Costs

(i) Identify each proposed Cost Center. Provide its official name and note the area (organizational, geographic, etc.) to which it applies. Note any restrictions on its applicability to this requirement.

(ii) For each proposed indirect rate (e.g, fringe, off-site overhead, on-site overhead, material handling, G&A, etc.) for each proposed cost center, note the individual elements comprising the pool for the respective rate and their relative weight in relation to the other elements. Note also the specific base to which each rate is applied. Provide this in chart format such as that shown below. For illustration purposes, a fringe pool has been selected.

<u>Weight</u>	<u>Pool Element</u>
xx%	Paid Absences
xx%	Payroll taxes (FICA, Medicare, FUTA, SUTA)
xx%	Paid Absences
xx%	Health Insurance
xx%	Life and other insurance
xx%	Training/education reimbursement
xx%	Retirement, 401K
xx%	Bonus
<u>xx%</u>	<u>Other (specify)</u>
100%	Total fringe pool.

(iii) Offerors shall identify their fiscal period and note which fiscal year they are in as of the date of proposal submission.

(iv) Provide a table showing each proposed indirect rate by contract year. If the proposed rates represent blended rates, also show the proposed rates by contractor fiscal year.

(v) Provide a four-year history of actuals incurred for each proposed indirect rate. This history shall include the Offeror's most recently completed fiscal year and the three previous fiscal periods. Note whether the actuals have been audited by DCAA. Provide a detailed explanation for rate fluctuations from one year to the next of 10% or greater. For example, an increase of a 30% fringe rate to 33% is a 10% increase.

(vi) With respect to overhead and where teaming arrangements are proposed, it has been noticed that proposed overhead rates may reflect a plan to be co-located with a member of the team resulting in lower overhead costs for one or more of the firms. While this arrangement could be of significant benefit to the technical accomplishment of contract objectives, it may not result in realistic proposed costs because it fails to address the additional office space, furniture, equipment, and other support requirements associated with those individuals who are proposed to work in another firm's space. Where such an arrangement is proposed, the Cost Proposal shall specifically state what agreements have been made regarding these items of cost and shall clearly and specifically demonstrate how and where these costs are reflected in the indirect pool.

(vii) Offerors are notified that the realism of proposed indirect rates will take historical actuals into consideration. Further, indirect rates significantly lower than recent actuals, or declining indirect rates may not be evaluated as realistic unless caps are offered. A composite cap including all burdens applied to direct labor is considered preferable to individual rate caps.

(viii) If a formal Forward Pricing Rate Agreement has been negotiated, provide a copy.

(ix) Provide copies of any DCAA correspondence that approve proposed indirect rates.

(4) Subcontracting Costs. Note the planned subcontract type for each subcontractor. The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be fully supported. It is the responsibility of the prime contractor and higher-tier-subcontractor (if applicable) to review and evaluate the reasonableness and realism of subcontract cost data and furnish the results of such review and evaluation to the Government as part of the Offeror's cost proposal. Failure to do so may be interpreted as the prime contractor's lack of management expertise in this area.

(5) Consultants. If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Identify the corresponding contract labor category for each proposed consultant. Include your analysis that establishes the reasonableness of the proposed hourly rate.

(6) Facilities Capital Cost of Money. The Offeror shall provide a completed DD Form 1861 - Contract Facilities Capital Cost of Money, if this element is to be proposed. This data shall be specifically identified in the cost proposal.

(7) Fixed Fee. Offerors shall state their proposed fixed fee rate and the specific base to which it has been applied. If the proposal reflects a multiple fee rate structure (e.g, a lower fee rate applied to subcontract costs), each rate and the applicable base shall be explicitly identified. Although none is planned at this time, Offerors are reminded of the requirements of FAR 45.302-3(c) which provides that no fee shall be allowed on the cost of facilities when purchased for the account of the Government under other than a facilities contract.

(8) Subcontracting Plan. Offerors who are large businesses under the applicable NAICS code shall note the requirement for submission of a Subcontracting Plan. Offerors are cautioned to ensure that proposed small, SDB, and 8(a) subcontractors are considered small businesses under the NAICS code applicable to this acquisition. Offerors are also cautioned to ensure that their proposed direct subcontracting (as reflected in their Subcontracting Plan) is fully consistent with their Technical and Cost Proposals, as appropriate.

(9) Offerors shall note the inclusion of FAR 52.222-46, Evaluation of Compensation for Professional Employees (FED 1993), by reference in Section L. This clause requires the submission of a complete Compensation Plan. This Plan shall be included in the Offeror's Cost Proposal.

#### **Ddl-L36 COST PROPOSAL – SPECIFIC REQUIREMENTS – START DATE FOR USE IN COST PROPOSAL**

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract performance start date of 1 June 2005. This date is only an estimate of the anticipated contract performance start date and will be used for the purpose of proposal evaluation only. A definitive contract performance start date will be incorporated into the contract award document.

**Ddl-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS**

It is the Offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing within **fifteen (15)** days after issuance of this solicitation.

**HQ L-2-0008 REQUIREMENTS CONCERNING WORK WEEK (NAVSEA) (MAY 1993)**

(a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.

(b) The Offeror may include uncompensated effort in its proposed level of effort if:

(1) The Offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.

(2) Uncompensated hours, for all employees and regardless of contract type, are included in the Offeror's base for allocation of overhead costs.

(3) The proposal identifies hours of uncompensated effort proposed by labor category.

(4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.

(5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(6) The proposal includes a copy of the corporate policy addressing uncompensated effort.

(c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.

(d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

**HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)**

Offer shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

## Section M - Evaluation Factors for Award

**CLAUSES INCORPORATED BY FULL TEXT****Ddl-M10 GREATEST VALUE EVALUATION**

(a) The contract resulting from this solicitation will be awarded to that responsible Offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The Offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award. Proposals will be evaluated on the factors listed below, as well as other criteria identified in Section M of the solicitation. The evaluation factors listed below are in descending order of importance. Key Personnel is the most important factor and is considered to be approximately four times as important as the Management Capability factor. The Technical Understanding, Capability and Approach factor is considered to be approximately three times as important as the Management Capability factor. Past Performance is considered to be approximately two times as important as the Management Capability factor. The evaluation factors for this award are:

Key Personnel  
Technical Understanding, Capability and Approach  
Past Performance  
Management Capability

(b) Offerors must meet the MANDATORY REQUIREMENTS noted in Section H. An Offeror not meeting these mandatory requirements (or having acceptable plans for meeting the requirements by contract award) will not be considered as eligible for award.

(c) Each separately evaluated factor and subfactor will be assigned an adjective rating. Five adjective levels will be used ranging from Excellent to Unsatisfactory. Performance risk (Low, Moderate or High) will also be assessed. The overall proposal will be assigned an adjective rating and risk level.

(1) Key Personnel – Evaluation of this factor will be based exclusively on the written Technical proposal. This factor consists of two equally weighted subfactors, Experience and Education of Key Personnel and Depth and Breadth of Experience of Key Personnel. Under the Experience and Education subfactor, Key Personnel will be evaluated based on the extent to which they meet, do not meet, or exceed the desired levels of education and experience provided in Section H. Strengths, Weaknesses, and risks will be identified for the Key Personnel submitted. Each resume will be assessed solely to facilitate the overall evaluation result for the subfactor; individual resumes are not considered individually weighted subfactors. The evaluation of performance risk for this subfactor will be based, at least in part, on the evaluated availability of each proposed Key Person as well as their suitability for the labor category. Availability will consider whether the proposed individual is a current employee of the Offeror (or proposed subcontractor) and whether a relocation is required. Suitability will address whether the individual is significantly overqualified or underqualified for the labor category. Under the Depth/Breadth of Experience of Key Personnel subfactor, the proposed Key Personnel pool as a whole will be evaluated as to the extent to which it reflects experience in each of the Specialized Experience functional areas.

(2) Technical Understanding, Capability and Approach – Evaluation of this factor will be based primarily upon the Oral Presentation. This factor consists of five subfactors which are listed below. The subfactors are considered equally important.

- (a) Leadership Development Training
- (b) Organizational Development
- (c) Teambuilding and Coaching
- (d) Facilitation Support
- (e) Projects and Interventions

(3) Past Performance – This factor considers the Offeror's evaluated past performance. It does not contain any separately weighted and evaluated subfactors. Of particular interest are quality of products and services, timeliness of performance, cost and quality control, business relations and overall customer satisfaction. This factor will also consider, for Offerors who are large businesses, performance regarding the achievement of subcontracting goals on Government contracts. Information to be evaluated will be obtained from CPARS, Past Performance Questionnaires, information contained in the written Technical Proposal and review of relevant past performance information contained in either local files or from other sources. The Government reserves the right to determine the relevancy of such information and to verify statements and representations made in the proposal.

(4) Management Understanding, Capability and Approach – This factor will be based primarily on information presented during the Oral Presentation. This factor consists of four subfactors which are listed below. The subfactors are considered equally important.

- (a) Organization
- (b) Planning, Budgeting, Coordination, Progress Reporting and Invoicing
- (c) Interface with Government
- (d) Personnel Recruitment/Retention/Skills Improvement

(d) Offerors shall also note that they must meet the mandatory requirement noted in Section H regarding facility location and Key Personnel Security Clearances. An Offeror not meeting this mandatory requirement will not be considered for award.

(e) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(f) Although cost is the least important evaluation factor, it will not be ignored. The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(g) In evaluating cost type offers, realism of the Offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs that the Offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis that could reduce the technical score. The purpose of the evaluation is to: (1) verify the Offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the Offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation.



(h) The Government will evaluate past performance as a factor for award. To allow for the evaluation of the factors and /or subfactors specified in Section M of the solicitation, the Government intends to review Contractor Performance Assessment Reporting System (CPARS) ratings and other existing past performance ratings on relevant contracts. The Government may also review other relevant past performance information contained in either local files or from other Government sources. The Government may also consider information from past performance questionnaires, if required by Section L. General trends in a Contractor's past performance will also be considered. Offerors without a past performance history will be assigned a neutral rating that neither rewards nor penalizes the Offeror.

(i) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those Offerors determined to have a reasonable chance for award.

(j) The Government reserves the right to make an award to other than the lowest priced Offeror or to the Offeror with the highest technical score if the Contracting Officer determines that to do so would result in the greatest value to the Government.

**HQ M-2-0001 BASIS OF AWARD (NAVSEA) (SEP 1990)**

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS.

**n Approved**  
**AMB No. 0704-0188**

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
	A	TDP _____ TM - _____ OTHER _____

<b>D. SYSTEM / ITEM</b> Organizational Development Support	<b>E. CONTRACT / PR NO.</b> N00178-05-R-3002	<b>F. CONTRACTOR</b>
---	---	----------------------

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A001	Contractor's Progress, Status and Management Report	Monthly Progress Report

4. AUTHORITY (Date Acquisition Document No.)  DI-MGMT-80227(16)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE  NSWCDD, Code XDPT
---	-----------------------	--

7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED	10. FREQUENCY <b>Monthly</b>	12. DATE OF FIRST SUBMISSION <b>See Block 16</b>	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE <b>See Block 16</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>See Block 16</b>	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

**16. REMARKS**  
Block 4: Content requirements are specified in the contract Statement of Work.

**Block 12:** The first submission is due 15 calendar days after the end of the month in which the first task order is effective.

**Block 13:** The as of date shall be consistent with the date used for invoicing purposes. Subsequent reports are due by the 15th of the month.

**Block 14:** Distribution may be made via e-mail (PDF file).

[illegible]

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
----------------	---------	----------------	---------

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE	
------------------------------	--

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>					Approved OMB No. 0704-0188					
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>										
<b>A. CONTRACT LINE ITEM NO.</b>		<b>B. EXHIBIT</b>		<b>C. CATEGORY:</b>						
		A		TDP      TM -      OTHER						
<b>D. SYSTEM / ITEM</b>		<b>E. CONTRACT / PR NO.</b>		<b>F. CONTRACTOR</b>						
Organizational Development Support		N00178-05-R-3002								
<b>1. DATA ITEM NO.</b>	<b>2. TITLE OF DATA ITEM</b>				<b>3. SUBTITLE</b>					
A002	Project/Task Summary Report									
<b>4. AUTHORITY</b> <i>(Data Acquisition Document No.)</i>		<b>5. CONTRACT REFERENCE</b>		<b>6. REQUIRING OFFICE</b>						
DI-MISC-80508A				NSWCDD, Code XDPT						
<b>7. DD 250 REQ</b>	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b>	<b>12. DATE OF FIRST SUBMISSION</b>	<b>14. DISTRIBUTION</b>						
LT		See Block 16	See Block 16							
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>					
			See Block 16		Draft	Final				
<b>16. REMARKS</b> Block 4: The format of each report shall be as defined by the COR and/or as required by the nature of the task.  Block 8: Government will review each submission (when applicable) within 15 working days.  Blocks 10, 12, and 13: Report shall be due within thirty days after the completion of each individual task order, unless otherwise specified.  Block 14: Distribution may be made via e-mail (PDF file).					Reg	Repro				
				COR	0	1	0			
				NSWCDD						
				Procurement Div.						
				Contract Specialist	0	1	0			
				<b>15. TOTAL</b>				0	2	0
				<b>G. PREPARED BY</b>		<b>H. DATE</b>		<b>I. APPROVED BY</b>		<b>J. DATE</b>

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>DEPARTMENT OF DEFENSE #010-04</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;"><b>SECRET</b></div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;"><b>NONE</b></div>																																																																																					
<b>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</b> a. PRIME CONTRACT NUMBER b. SUBCONTRACT NUMBER c. SOLICITATION OR OTHER NUMBER      DUE DATE (YYYYMMDD)				<b>3. THIS SPECIFICATION IS: (X and complete as applicable)</b> a. ORIGINAL (Complete date in all cases)      DATE (YYYYMMDD) b. REVISED (Supersedes all previous specs)      REVISION NO.      DATE (YYYYMMDD) c. FINAL (Complete Item 5 in all cases)      DATE (YYYYMMDD)																																																																																					
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.																																																																																									
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.																																																																																									
<b>6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)</b> a. NAME, ADDRESS, AND ZIP CODE      b. CAGE CODE      c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)																																																																																									
<b>7. SUBCONTRACTOR</b> a. NAME, ADDRESS, AND ZIP CODE      b. CAGE CODE      c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)																																																																																									
THIS DD 254 IS A GUIDE FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD 254 WILL BE ISSUED UPON AWARD OF CONTRACT.																																																																																									
<b>8. ACTUAL PERFORMANCE</b> a. LOCATION      b. CAGE CODE      c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)																																																																																									
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b>  SUPPORT CONTRACT FOR ORGANIZATIONAL DEVELOPMENT																																																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 35%;">10. CONTRACTOR WILL REQUIRE ACCESS TO:</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> <th style="width: 35%;">11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> </tr> <tr> <td>a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY</td> <td><input checked="" type="checkbox"/></td> <td></td> </tr> <tr> <td>b. RESTRICTED DATA</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>b. RECEIVE CLASSIFIED DOCUMENTS ONLY</td> <td></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>c. RECEIVE AND GENERATE CLASSIFIED MATERIAL</td> <td></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>d. FORMERLY RESTRICTED DATA</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE</td> <td></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>e. INTELLIGENCE INFORMATION</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>e. PERFORM SERVICES ONLY</td> <td></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>  (1) Sensitive Compartmented Information (SCI)</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES</td> <td></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>  (2) Non-SCI</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER</td> <td></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>f. SPECIAL ACCESS INFORMATION</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>h. REQUIRE A COMSEC ACCOUNT</td> <td></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>g. NATO INFORMATION</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>i. HAVE TEMPEST REQUIREMENTS</td> <td></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>h. FOREIGN GOVERNMENT INFORMATION</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS</td> <td></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>i. LIMITED DISSEMINATION INFORMATION</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE</td> <td></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>j. FOR OFFICIAL USE ONLY INFORMATION</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>l. OTHER (Specify)</td> <td></td> <td></td> </tr> <tr> <td>k. OTHER (Specify)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>						10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO	a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>		b. RESTRICTED DATA		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>	c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>	d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>	e. INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>	(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>	(2) Non-SCI		<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>	f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>	g. NATO INFORMATION		<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>	h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>	i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>	j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>		l. OTHER (Specify)			k. OTHER (Specify)					
10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO																																																																																				
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>																																																																																					
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>																																																																																				
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>																																																																																				
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>																																																																																				
e. INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>																																																																																				
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>																																																																																				
(2) Non-SCI		<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>																																																																																				
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>																																																																																				
g. NATO INFORMATION		<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>																																																																																				
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>																																																																																				
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>																																																																																				
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>		l. OTHER (Specify)																																																																																						
k. OTHER (Specify)																																																																																									

12. **PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☐ Through (Specify)

N/A

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

All classified visit requests for the Dahlgren Division, Naval Surface Warfare Center should be forwarded to the Visitor Control Office no later than five (5) working days prior to intended visit.

All classified visit requests for the prime contractor for other activities shall have "NEED-TO-KNOW" certified by the COR identified below. All requests shall contain the information required by Chapter 6 of the NISPOM, and shall not exceed the contract expiration date. All visit requests for any subcontractor shall have "NEED-TO-KNOW" certified by the prime contractor.

DONALD L. HILL, CODE XDPT, (540)653-4871  
Contracting Officer's Representative

ESTIMATED EXPIRATION DATE:

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No  
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☒ No  
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL  
GLORIA E. ELMORE

b. TITLE  
Contracting Officer's Security Representative

c. TELEPHONE (Include Area Code)  
(540)653-8723

d. ADDRESS (Include Zip Code)

COMMANDER, DAHLGREN DIVISION  
NAVAL SURFACE WARFARE CENTER, CODE XDC94  
DAHLGREN, VA 22448-5100

17. **REQUIRED DISTRIBUTION**

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR   |
| <input checked="" type="checkbox"/> | b. SUBCONTRACTOR  |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR          |
| <input checked="" type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER                             |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY  |

e. SIGNATURE

*Gloria*

To: \_\_\_\_\_

Subject: PAST PERFORMANCE QUESTIONNAIRE:

The Naval Surface Warfare Center, Dahlgren Division, Dahlgren, Virginia is conducting a competitive best value source selection under solicitation *N00178-05-R-3002*. We have requested the Offerors for this solicitation to distribute this Past Performance Questionnaire to their customers with whom they have had active contracts over the last five (5) years. You are requested to complete this questionnaire and FAX or mail it to the address shown below within 2 weeks of your receipt of this document. Past Performance is a significant source selection factor and it is important that this Offeror receives a prompt and thorough response from its customers. Your cooperation is greatly appreciated.

**FAX to: Code XDS13-3**  
**FAX (540) 653-6810**  
**Voice (540) 653-7765**  
**Email to: xds13@nswc.navy.mil**  
**Or Mail to: Contracting Officer**  
**Naval Surface Warfare Center Dahlgren Division**  
**Attn: Code XDS13-3**  
**17320 Dahlgren Road**  
**Dahlgren, Virginia 22448-5100**

(To be completed by the Offeror before mailing to the customer.)

Offeror Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prime Contractor \_\_\_\_\_ Subcontractor \_\_\_\_\_

Customer Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer Telephone Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Total Contract Amount/Price: \_\_\_\_\_

Upon completion of this form it becomes Source Selection Information in accordance with FAR 3.104.

## PAST PERFORMANCE QUESTIONNAIRE

To be completed by the customer

(Please complete the questionnaire and FAX it to Code XDS13-3, (540) 653-6810 or mail/email it to the address on the previous page.)

### I. CONTRACT IDENTIFICATION

A. CONTRACTOR: \_\_\_\_\_

B. CONTRACT NO.: \_\_\_\_\_

C. CONTRACT TYPE: \_\_\_\_\_

D. COMPETITIVE AWARD ( ) YES ( ) NO

E. PERIOD OF PERFORMANCE: \_\_\_\_\_

F. TOTAL CONTRACT AMOUNT/PRICE: \$ \_\_\_\_\_

G. DESCRIPTION OF PRODUCT AND/OR SERVICES PROVIDED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

H. LOCATION OF CONTRACT PERFORMANCE: \_\_\_\_\_

\_\_\_\_\_

### I. CUSTOMER/AGENCY IDENTIFICATION

AGENCY/CORPORATE NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POINT OF CONTACT/TELEPHONE: \_\_\_\_\_

SIGNATURE OF RESPONDENT: \_\_\_\_\_

## II. PAST PERFORMANCE EVALUATION

(Please circle the most appropriate answers and provide comments where needed to explain the assigned ratings.)

### A. Quality of Products or Services

1. The quality of products/services received under the contract was:

EXCELLENT      GOOD      AVERAGE      MARGINAL      UNSATISFACTORY

COMMENTS: \_\_\_\_\_

2. The quality of the Contractor's required reports and documentation was:

EXCELLENT      GOOD      AVERAGE      MARGINAL      UNSATISFACTORY

COMMENTS: \_\_\_\_\_

3. The quality of the Contractor's overall performance, including compliance with contract requirements, commitment of Key Personnel to the project was:

EXCELLENT      GOOD      AVERAGE      MARGINAL      UNSATISFACTORY

COMMENTS: \_\_\_\_\_

### B. Timeliness of Performance (Schedule)

1. The Contractor's timeliness in meeting interim milestones was:

EXCELLENT      GOOD      AVERAGE      MARGINAL      UNSATISFACTORY

COMMENTS: \_\_\_\_\_

2. The Contractor's timeliness in completing the entire effort, including wrap-up and contract administration was:

EXCELLENT      GOOD      AVERAGE      MARGINAL      UNSATISFACTORY

COMMENTS: \_\_\_\_\_

### C. Cost Control

1. If work was done under a cost-type contract, the Contractor's ability to perform within the estimated cost was:

EXCELLENT      GOOD      AVERAGE      MARGINAL      UNSATISFACTORY

COMMENTS: \_\_\_\_\_

2. The Contractor's performance in submitting billings which were complete, current, accurate, and without duplicate billings or unallowable costs was:

EXCELLENT      GOOD      AVERAGE      MARGINAL      UNSATISFACTORY

COMMENTS: \_\_\_\_\_



3. The Contractor's performance in responding to change orders and the submission of timely and well-supported cost proposals was:

**EXCELLENT      GOOD      AVERAGE      MARGINAL      UNSATISFACTORY**

COMMENTS: \_\_\_\_\_

**D. Business Relations**

1. The Contractor's record of effective management to meet contract requirements, including management of subcontractors was:

**EXCELLENT      GOOD      AVERAGE      MARGINAL      UNSATISFACTORY**

COMMENTS: \_\_\_\_\_

2. The Contractor's reliability in carrying out the effort, including prompt notification of problems, was:

**EXCELLENT      GOOD      AVERAGE      MARGINAL      UNSATISFACTORY**

COMMENTS: \_\_\_\_\_

3. The Contractor's demonstrated ability to be reasonable, to be cooperative and flexible when appropriate, and to respond to technical guidance and direction was:

**EXCELLENT      GOOD      AVERAGE      MARGINAL      UNSATISFACTORY**

COMMENTS: \_\_\_\_\_

**E. Management of Key Personnel**

**EXCELLENT      GOOD      AVERAGE      MARGINAL      UNSATISFACTORY**

COMMENTS: \_\_\_\_\_

**F. Overall Customer Satisfaction**

1. The Contractor's performance in regards to overall customer satisfaction was:

**EXCELLENT      GOOD      AVERAGE      MARGINAL      UNSATISFACTORY**

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

## **QUALITY ASSURANCE SURVEILLANCE PLAN**

1.0 The contractor's performance will be evaluated through the Contractor Performance Assessment Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis. The CPARS evaluation will be based on all task orders performed (in whole or in part) during the previous 12-month period. The primary Government official responsible for the CPARS evaluation is the Contracting Officer's Representative (COR) for the contract. The COR may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance.

2.0 Contractor performance will be assessed on a continuing basis throughout the year based on review of deliverables (technical and management), technical meetings, formal In-Progress Reviews, and general contacts with the contractor.

3.0 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

3.1 Quality of Product or Service - Addresses the extent to which the contractor:

- (a) Met contract technical requirements, including the accuracy and completeness of reports/data delivered;
- (b) Employed methods and approaches to ensure fully successful performance;
- (c) Consistently conveyed his intended approach clearly and completely to ensure that there were no surprises;
- (d) Was proactive and demonstrated initiative;
- (e) Remained flexible to internal or external changes and
- (f) Was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective.

3.2 Schedule - Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions.

3.3 Cost Control - Addresses the contractor's overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns.

3.4 Business Relations - Addresses the responsiveness of the contractor's upper-level management to Government concerns and needs, the effectiveness of the contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on both technical and management issues.

3.5 Management of Key Personnel - Addresses the overall quality of the contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the contractor's efforts to retain or attract qualified personnel.

## **EVALUATION RATINGS: DEFINITIONS**

**Exceptional.** Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the quality area being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

**Very Good.** Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the quality area being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**Satisfactory.** Performance meets contractual requirements. The contractual performance of the quality area contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

**Marginal.** Performance does not meet some contractual requirements. The contractual performance of the quality area being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions are only partially effective or were not fully implemented.

**Unsatisfactory.** Performance did not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the quality area being assessed contains serious problem(s) for which the contractor's corrective actions were ineffective.